

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
GREGORY SEABROOK, DUDLEY PLACIDE, ISMAEL
ORTIZ, EDWARD PITRE, and JOSEPH K. ADAMS,

Plaintiffs,

-against-

THE CITY OF NEW YORK, MAYOR MICHAEL
BLOOMBERG and NEW YORK CITY FIRE
COMMISSIONER NICHOLAS SCOPPETTA, in their
individual and official capacities,

Defendants.
----- x

**AGREEMENT
OF SETTLEMENT
AND DISMISSAL**

11 Civ. 6174 (ENV)(LB)

WHEREAS, by complaint, filed December 20, 2011, plaintiffs Gregory Seabrook, Dudley Placide, Ismael Ortiz, Edward Pitre, and Joseph K. Adams (collectively, “plaintiffs”) commenced the above-captioned action, alleging claims of discrimination and retaliation in employment; and

WHEREAS, plaintiffs filed an amended complaint, dated May 1, 2012, (“Amended Complaint”) alleging in separate causes of action that defendants violated plaintiffs’ rights under 42 U.S.C. §§ 1981 and 1983; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, et seq.; the New York State and New York City Human Rights Laws, Executive Law Section 290, et seq. and Section 8-502 of the Administrative Code of the City of New York, respectively; and

WHEREAS, defendants deny the allegations of plaintiffs’ complaint and Amended Complaint, and all liability arising out of the allegations of the complaint or the Amended Complaint; and

WHEREAS, no party hereto is an infant or incompetent for which a committee has been appointed; and

WHEREAS, there is no person not a party who has any interest in the subject matter of this proceeding; and

WHEREAS, in conjunction with this Agreement of Settlement and Dismissal (“Agreement”), the parties are executing a Stipulation pursuant to Fed. R. Civ. P. 41(a)(1)(ii) discontinuing this action with prejudice (“Stipulation of Dismissal with Prejudice”); and

WHEREAS, the parties now desire to resolve the issues raised in this action without further proceedings and without admitting any fault or liability,

NOW, THEREFORE,

IT IS HEREBY STIPULATED AND AGREED, by and between the parties, as represented below, as follows:

1. The above-referenced action is hereby withdrawn, discontinued, and dismissed, with prejudice, as against defendants, without costs, expenses, or fees in excess of the amounts specified in paragraph “2,” and “5,” below. A Stipulation of Dismissal with Prejudice in the form annexed hereto as Exhibit “A,” shall be executed by all parties and may be filed with the Court without further notice.

2. In consideration for the actions set forth at Paragraph “1,” above, the City of New York (“City”) hereby agrees to the following payments in full satisfaction of all claims that were or could have been raised in this action, including claims for costs, expenses and attorneys’ fees: to plaintiff Gregory Seabrook, the total sum of fifteen thousand dollars and no cents (“\$15,000.00”); to plaintiff Dudley Placide, the total sum of thirty thousand dollars and no cents (“\$30,000.00”); to plaintiff Ismael Ortiz, the total sum of fifteen thousand dollars and no

cents (“\$15,000.00”); to plaintiff Edward Pitre, the total sum of fifteen thousand dollars and no cents (“\$15,000.00”); to plaintiff Joseph K. Adams, the total sum of thirty thousand dollars and no cents (“\$30,000.00”); to Levy Ratner, P.C., the total sum of forty thousand dollars and no cents (“\$40,000.00”); and to Shafran & Mosley, P.C., the total sum of thirty-seven thousand, four hundred dollars and no cents (“\$37,400.00”). Such payments shall occur within ninety (90) days following the full execution of this Agreement of Settlement and Dismissal.

3. Plaintiffs’ prior counsel, the law firm of Shafran & Mosley, acknowledges and agrees that it has no further right to seek or to recover any additional amount of attorneys’ fees, costs or disbursements, other than the amount of \$37,400.00 set forth in paragraph “2” above, from plaintiffs, or any of them individually, or from plaintiffs’ counsel Levy Ratner, P.C., or from any defendant in connection with this matter.

4. By Order, dated September 16, 2014, the Honorable Lois Bloom, United States Magistrate Judge, denied the application of plaintiffs’ prior counsel, Stephen C. Jackson (“Jackson”) for attorneys’ fees and costs in this matter. Accordingly, pursuant to the Court’s Order, and this Agreement, Jackson is foreclosed from recovering, and shall not be entitled to, nor paid, any amount of attorneys’ fees, costs, or disbursements from the plaintiffs, or any of them individually, or from Shafran & Mosley, P.C., or from Levy Ratner, P.C., or from any defendant in connection with this matter.

5. In addition to the payments by the City of New York, the Fire Department of the City of New York (“FDNY”) hereby agrees to pay plaintiffs the following amounts as back pay, subject to all applicable deductions and withholdings: (a) to plaintiff Gregory Seabrook the total sum of ten thousand dollars and no cents (“\$10,000.00”) for back pay; (b) to plaintiff Dudley Placide the total sum of ten thousand dollars and no cents (“\$10,000.00”) for

back pay; (c) to plaintiff Ismael Ortiz the total sum of ten thousand dollars and no cents (“\$10,000.00”) for back pay; (d) to plaintiff Edward Pitre the total sum of ten thousand dollars and no cents (“\$10,000.00”) for back pay; and (e) to plaintiff Joseph K. Adams the total sum of ten thousand dollars and no cents (“\$10,000.00”) for back pay. Such payments shall occur within ninety (90) days following the full execution of this Agreement of Settlement and Dismissal.

6. Further, the FDNY hereby agrees to provide biennial training to its employees in the Outside Plant Operations Unit on the topic of Equal Employment Opportunity, and to provide triennial training to such employees on the topic of diversity and inclusion, with the first such trainings to be held no later than 120 days following the full execution of this Agreement.

7. In consideration of the actions to be performed by the City and the FDNY, described in paragraphs “2,” “5,” and “6,” above, plaintiffs dismiss all claims, and release all defendants, their successors or assigns, and all present or former officials, employees, representatives or agents of the FDNY or the City of New York, or either or both of them, their successors or assigns, and the FDNY and the City of New York, from any and all liability, claims, liens or rights of action of any kind whatsoever, whether known or unknown, joint or several, and whether or not discoverable, from the beginning of the world to the date of this Agreement, including but not limited to, claims or liens for costs, expenses and attorney fees.

8. Plaintiffs agree to hold harmless and indemnify plaintiffs’ counsel and former counsel from any liens, known or unknown, joint or several, that may exist to the date of this Agreement.

9. In the event that a taxing authority or a court determines that any payment made by the City of New York or by the FDNY is subject to personal income tax, then any taxes, interest or penalties determined to be owed by any plaintiff or counsel to any plaintiff shall be the sole and complete responsibility of the plaintiff or counsel to the plaintiff, respectively, and neither the plaintiff nor counsel to the plaintiff shall have a claim, right, or cause of action against the City of New York, the FDNY, or any defendant or any of their subdivisions, or any former, present, or future officials, agents, employees or representatives of any defendant, the City of New York, the FDNY, or any defendant or any of them, or their agencies, departments, or subdivisions, or their successors or assigns, on account of such taxes. The City of New York, the FDNY, or any defendant, or all of them, their agencies, departments or subdivisions, and their former, present or future officials, agents, employees, or representatives, or their successors and assigns, do not waive any claims for indemnification or contribution for any taxes, interest or penalties they might incur should any taxing authority proceed against them on account of the payment made under this Agreement and Order of Dismissal.

10. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect the settlement, including, but not limited to, a general release in the form annexed hereto as Exhibit "B," Plaintiff's Affidavit of No Liens in the form annexed hereto as Exhibit "C," and a substitute form W-9 in the form annexed hereto as Exhibit "D."

11. Nothing contained herein shall be deemed to be an admission by the defendants of liability or of the truth of any of the allegations set forth in the complaint or in the Amended Complaint, or an admission by defendants that they have in any manner or way violated any plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the City of New

York, or the FDNY, or any other rules, regulations or bylaws of any department or subdivision of the City of New York or the FDNY or either or both of them.

12. This Agreement shall not be admissible in, nor is it related to, any other litigation, arbitration, or settlement negotiations, except that it shall be admissible only in a proceeding to enforce the terms of this Agreement.

13. Nothing contained herein shall be deemed to constitute a policy or practice of the FDNY or the City of New York or either or both of them.

14. By executing this Agreement, each plaintiff acknowledges that in accordance with the Older Workers Benefit Protection Act (29 U.S.C. § 626), (i) he enters into this Agreement voluntarily and with full understanding and knowledge of its consequences; (ii) he has been advised to consult with an attorney before executing this Agreement and has done so; (iii) he has been provided with at least a twenty-one (21) day period to review and consider whether to sign this Agreement; and (iv) he has been advised that he has seven (7) days following his execution to revoke it (the "Revocation Period").

15. This Agreement will not be effective and enforceable until the Revocation Period has expired. Such revocation shall only be effective if an originally executed written notice of revocation is delivered to defendants' counsel on or before 5:00 p.m. on the seventh day after a plaintiff's execution of this Agreement. If so revoked, this Agreement shall be deemed to be void ab initio as to the revoking plaintiff and have no force or effect as to him.

16. The parties represent that they have determined that this settlement is fair and reasonable under all the circumstances and that this determination has been based upon their independent judgment after having the opportunity to consult with legal counsel of their choosing, and that, in making this determination, they have had an adequate opportunity to

discuss and assess the merits of all their claims, potential claims and defenses. The parties further agree that no fact, event, evidence, circumstances or transaction relating directly or indirectly to the disputes, or which could have been asserted in connection with this action, or which may thereafter be discovered, shall in any manner affect the final and unconditional nature of the settlement and covenant not to sue set forth herein. The parties represent that they have read the foregoing Agreement, know its contents and understand its terms and provisions and they have signed this Agreement of their own volition.

17. This Agreement of Settlement and General Release, and any other document executed by the parties hereto in furtherance of the purposes of this Agreement of Settlement and General Release, shall be governed by, interpreted and enforced in accordance with the laws of the State of New York.

18. This Agreement of Settlement and Dismissal and the General Release appended hereto contain all the terms and conditions agreed upon by the parties hereto, and no

oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Agreement of Settlement and Dismissal shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
_____, 2014

LEVY RATNER, P.C.
Attorneys for Plaintiffs
80 Eighth Avenue, 8th Floor
New York, New York 10011
(212) 627-8100
rstroup@levyratner.com

By: _____
Robert H. Stroup

Dated: New York, New York
_____, 2014

ZACHARY W. CARTER
Corporation Counsel of City of New York
Attorney for Defendants
100 Church Street, Room 2-143
New York, New York 10007-2601
(212) 356-2472
mleight@law.nyc.gov

By: _____
Maxwell D. Leighton
Assistant Corporation Counsel

Dated: New York, New York
_____, 2014

GREGORY SEABROOK
Plaintiff

By: _____
Gregory Seabrook

Dated: New York, New York
_____, 2014

DUDLEY PLACIDE
Plaintiff

By: _____
Dudley Placide

Dated: New York, New York
_____, 2014

ISMAEL ORTIZ
Plaintiff

By: _____
Ismael Ortiz

JOSEPH K. ADAMS
Plaintiff

By: _____
Joseph K. Adams

Dated: New York, New York
_____, 2014

EDWARD PITRE
Plaintiff

By: _____
Edward Pitre

Dated: New York, New York
_____, 2014

SHAFRAN & MOSLEY, P.C.
Former Counsel to Plaintiffs
44 Church Street
White Plains, New York 10601
(914) 448-7000
klmosley@verizon.net

By: _____
Kevin L. Mosley

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
GREGORY SEABROOK, DUDLEY PLACIDE, ISMAEL
ORTIZ, EDWARD PITRE, and JOSEPH K. ADAMS,

Plaintiffs,

-against-

THE CITY OF NEW YORK, MAYOR MICHAEL
BLOOMBERG and NEW YORK CITY FIRE
COMMISSIONER NICHOLAS SCOPPETTA, in their
individual and official capacities,

Defendants.
----- x

**STIPULATION
OF DISMISSAL
WITH PREJUDICE**

11 Civ. 6174 (ENV)(LB)

IT IS HEREBY STIPULATED AND AGREED by and between the parties as
represented by their attorneys below, that, pursuant to Rule 41(a)(1)(ii) of the Federal Rules of
Civil Procedure, the above-captioned action be, and it hereby is, withdrawn, discontinued, and
dismissed with prejudice and without costs, expenses or fees of any kind to any party.

Dated: New York, New York
October____, 2014

LEVY RATNER, P.C.
Attorneys for Plaintiffs
80 Eighth Avenue, 8th Floor
New York, New York 10011
(212) 627-8100
rstroup@levyratner.com

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 2-143
New York, New York 10007-2601
(212) 356-2472
mleight@law.nyc.gov

By: _____

Robert H. Stroup

By: _____

Maxwell D. Leighton
Assistant Corporation Counsel

EXHIBIT B

GENERAL RELEASE AND WAIVER

KNOW THAT I, GREGORY SEABROOK, plaintiff in the federal action entitled Gregory Seabrook, et al. v. City of New York, et al., Docket No. 11 Civ. 6174 (ENV)(LB), filed in the United States District Court, Eastern District of New York, in consideration for the mutual promises, terms and conditions set forth in the Agreement of Settlement And Dismissal, dated October __, 2014, do hereby waive, release and discharge defendants City of New York, Michael Bloomberg, and Nicholas Scoppetta, and each of them and any and all of them, their respective successors or assigns, and any and all past or present officials, employees, representatives and agents of the Fire Department of the City of New York (“FDNY”) or the City of New York, their successors or assigns, and the City of New York and the FDNY, or either or both of them, and any and all of them (the “Released Parties”), from any and all liability, claims, demands, causes of action, obligations, damages, and grievances whatsoever of every kind and nature, at law or in equity, whether joint or several, whether known or unknown, and whether or not discoverable, which plaintiff may have resulting from anything which has happened from the beginning of the world up to and including the date of the execution of this release, including, but not limited to, any and all liability, claims or rights of action which were or could have been alleged in this action, including, but not limited to, all claims for costs, expenses, and attorneys’ fees.

By executing this General Waiver and Release (“Release”) plaintiff acknowledges that in accordance with the Older Workers Benefit Protection Act (29 U.S.C. § 626), (i) he enters into this Release voluntarily and with full understanding and knowledge of its consequences; (ii) he has been advised to consult with an attorney before executing this Release and has done so; (iii) he has been provided with at least a twenty-one (21) day period to review and consider

This Release will not be effective and enforceable until the Revocation Period has expired. Such revocation shall only be effective if an originally executed written notice of revocation is delivered to defendants' counsel on or before 5:00 p.m. on the seventh day after plaintiff's execution of this Release. If so revoked, this Release shall be deemed to be void ab initio and have no force or effect.

IN WITNESS WHEREOF, I have executed this General Waiver and Release

GREGORY SEABROOK

On the _____ day of October, 2014, before me personally came

to me known, and known to me to be the individual described in, and who executed the foregoing GENERAL WAIVER AND RELEASE, and duly acknowledged to me that he executed the same.

- 2 -

GENERAL RELEASE AND WAIVER

KNOW THAT I, DUDLEY PLACIDE, plaintiff in the federal action entitled Gregory Seabrook, et al. v. City of New York, et al., Docket No. 11 Civ. 6174 (ENV)(LB), filed in the United States District Court, Eastern District of New York, in consideration for the mutual promises, terms and conditions set forth in the Agreement of Settlement And Dismissal, dated October __, 2014, do hereby waive, release and discharge defendants City of New York, Michael Bloomberg, and Nicholas Scoppetta, and each of them and any and all of them, their respective successors or assigns, and any and all past or present officials, employees, representatives and agents of the Fire Department of the City of New York ("FDNY") or the City of New York, their successors or assigns, and the City of New York and the FDNY, or either or both of them, and any and all of them (the "Released Parties"), from any and all liability, claims, demands, causes of action, obligations, damages, and grievances whatsoever of every kind and nature, at law or in equity, whether joint or several, whether known or unknown, and whether or not discoverable, which plaintiff may have resulting from anything which has happened from the beginning of the world up to and including the date of the execution of this release, including, but not limited to, any and all liability, claims or rights of action which were or could have been alleged in this action, including, but not limited to, all claims for costs, expenses, and attorneys' fees.

By executing this General Waiver and Release ("Release") plaintiff acknowledges that in accordance with the Older Workers Benefit Protection Act (29 U.S.C. § 626), (i) he enters into this Release voluntarily and with full understanding and knowledge of its consequences; (ii) he has been advised to consult with an attorney before executing this Release and has done so; (iii) he has been provided with at least a twenty-one (21) day period to review and consider

whether to sign this Release; and (iv) he has been advised that he has seven (7) days following his execution to revoke it (the "Revocation Period").

This Release will not be effective and enforceable until the Revocation Period has expired. Such revocation shall only be effective if an originally executed written notice of revocation is delivered to defendants' counsel on or before 5:00 p.m. on the seventh day after plaintiff's execution of this Release. If so revoked, this Release shall be deemed to be void ab initio and have no force or effect.

**THE UNDERSIGNED HAS READ THE FOREGOING GENERAL
WAIVER AND RELEASE AND FULLY UNDERSTANDS IT.**

IN WITNESS WHEREOF, I have executed this General Waiver and Release
this ____ day of October, 2014.

DUDLEY PLACIDE

STATE OF NEW YORK :
 :
COUNTY OF _____ : ss:

On the _____ day of October, 2014, before me personally came

DUDLEY PLACIDE,

to me known, and known to me to be the individual described in, and who executed the foregoing GENERAL WAIVER AND RELEASE, and duly acknowledged to me that he executed the same.

Notary Public

GENERAL RELEASE AND WAIVER

KNOW THAT I, ISMAEL ORTIZ, plaintiff in the federal action entitled Gregory Seabrook, et al. v. City of New York, et al., Docket No. 11 Civ. 6174 (ENV)(LB), filed in the United States District Court, Eastern District of New York, in consideration for the mutual promises, terms and conditions set forth in the Agreement of Settlement And Dismissal, dated October __, 2014, do hereby waive, release and discharge defendants City of New York, Michael Bloomberg, and Nicholas Scoppetta, and each of them and any and all of them, their respective successors or assigns, and any and all past or present officials, employees, representatives and agents of the Fire Department of the City of New York ("FDNY") or the City of New York, their successors or assigns, and the City of New York and the FDNY, or either or both of them, and any and all of them (the "Released Parties"), from any and all liability, claims, demands, causes of action, obligations, damages, and grievances whatsoever of every kind and nature, at law or in equity, whether joint or several, whether known or unknown, and whether or not discoverable, which plaintiff may have resulting from anything which has happened from the beginning of the world up to and including the date of the execution of this release, including, but not limited to, any and all liability, claims or rights of action which were or could have been alleged in this action, including, but not limited to, all claims for costs, expenses, and attorneys' fees.

By executing this General Waiver and Release ("Release") plaintiff acknowledges that in accordance with the Older Workers Benefit Protection Act (29 U.S.C. § 626), (i) he enters into this Release voluntarily and with full understanding and knowledge of its consequences; (ii) he has been advised to consult with an attorney before executing this Release and has done so; (iii) he has been provided with at least a twenty-one (21) day period to review and consider

whether to sign this Release; and (iv) he has been advised that he has seven (7) days following his execution to revoke it (the “Revocation Period”).

This Release will not be effective and enforceable until the Revocation Period has expired. Such revocation shall only be effective if an originally executed written notice of revocation is delivered to defendants' counsel on or before 5:00 p.m. on the seventh day after plaintiff's execution of this Release. If so revoked, this Release shall be deemed to be void ab initio and have no force or effect.

**THE UNDERSIGNED HAS READ THE FOREGOING GENERAL
WAIVER AND RELEASE AND FULLY UNDERSTANDS IT.**

IN WITNESS WHEREOF, I have executed this General Waiver and Release
this ____ day of October, 2014.

ISMAEL ORTIZ

STATE OF NEW YORK :
 :
 : SS:
COUNTY OF _____ :

On the _____ day of October, 2014, before me personally came

ISMAEL ORTIZ,

to me known, and known to me to be the individual described in, and who executed the foregoing GENERAL WAIVER AND RELEASE, and duly acknowledged to me that he executed the same.

Notary Public

GENERAL RELEASE AND WAIVER

KNOW THAT I, **EDWARD PITRE**, plaintiff in the federal action entitled Gregory Seabrook, et al. v. City of New York, et al., Docket No. 11 Civ. 6174 (ENV)(LB), filed in the United States District Court, Eastern District of New York, in consideration for the mutual promises, terms and conditions set forth in the Agreement of Settlement And Dismissal, dated October __, 2014, do hereby waive, release and discharge defendants City of New York, Michael Bloomberg, and Nicholas Scoppetta, and each of them and any and all of them, their respective successors or assigns, and any and all past or present officials, employees, representatives and agents of the Fire Department of the City of New York ("FDNY") or the City of New York, their successors or assigns, and the City of New York and the FDNY, or either or both of them, and any and all of them (the "Released Parties"), from any and all liability, claims, demands, causes of action, obligations, damages, and grievances whatsoever of every kind and nature, at law or in equity, whether joint or several, whether known or unknown, and whether or not discoverable, which plaintiff may have resulting from anything which has happened from the beginning of the world up to and including the date of the execution of this release, including, but not limited to, any and all liability, claims or rights of action which were or could have been alleged in this action, including, but not limited to, all claims for costs, expenses, and attorneys' fees.

By executing this General Waiver and Release ("Release") plaintiff acknowledges that in accordance with the Older Workers Benefit Protection Act (29 U.S.C. § 626), (i) he enters into this Release voluntarily and with full understanding and knowledge of its consequences; (ii) he has been advised to consult with an attorney before executing this Release and has done so; (iii) he has been provided with at least a twenty-one (21) day period to review and consider

whether to sign this Release; and (iv) he has been advised that he has seven (7) days following his execution to revoke it (the "Revocation Period").

This Release will not be effective and enforceable until the Revocation Period has expired. Such revocation shall only be effective if an originally executed written notice of revocation is delivered to defendants' counsel on or before 5:00 p.m. on the seventh day after plaintiff's execution of this Release. If so revoked, this Release shall be deemed to be void ab initio and have no force or effect.

**THE UNDERSIGNED HAS READ THE FOREGOING GENERAL
WAIVER AND RELEASE AND FULLY UNDERSTANDS IT.**

IN WITNESS WHEREOF, I have executed this General Waiver and Release
this ____ day of October, 2014.

EDWARD PITRE

STATE OF NEW YORK :
 : ss:
COUNTY OF _____ :

On the _____ day of October, 2014, before me personally came

EDWARD PITRE,

to me known, and known to me to be the individual described in, and who executed the foregoing GENERAL WAIVER AND RELEASE, and duly acknowledged to me that he executed the same.

Notary Public

GENERAL RELEASE AND WAIVER

KNOW THAT I, JOSEPH K. ADAMS, plaintiff in the federal action entitled Gregory Seabrook, et al. v. City of New York, et al., Docket No. 11 Civ. 6174 (ENV)(LB), filed in the United States District Court, Eastern District of New York, in consideration for the mutual promises, terms and conditions set forth in the Agreement of Settlement And Dismissal, dated October __, 2014, do hereby waive, release and discharge defendants City of New York, Michael Bloomberg, and Nicholas Scoppetta, and each of them and any and all of them, their respective successors or assigns, and any and all past or present officials, employees, representatives and agents of the Fire Department of the City of New York ("FDNY") or the City of New York, their successors or assigns, and the City of New York and the FDNY, or either or both of them, and any and all of them (the "Released Parties"), from any and all liability, claims, demands, causes of action, obligations, damages, and grievances whatsoever of every kind and nature, at law or in equity, whether joint or several, whether known or unknown, and whether or not discoverable, which plaintiff may have resulting from anything which has happened from the beginning of the world up to and including the date of the execution of this release, including, but not limited to, any and all liability, claims or rights of action which were or could have been alleged in this action, including, but not limited to, all claims for costs, expenses, and attorneys' fees.

By executing this General Waiver and Release ("Release") plaintiff acknowledges that in accordance with the Older Workers Benefit Protection Act (29 U.S.C. § 626), (i) he enters into this Release voluntarily and with full understanding and knowledge of its consequences; (ii) he has been advised to consult with an attorney before executing this Release and has done so; (iii) he has been provided with at least a twenty-one (21) day period to review and consider

whether to sign this Release; and (iv) he has been advised that he has seven (7) days following his execution to revoke it (the "Revocation Period").

This Release will not be effective and enforceable until the Revocation Period has expired. Such revocation shall only be effective if an originally executed written notice of revocation is delivered to defendants' counsel on or before 5:00 p.m. on the seventh day after plaintiff's execution of this Release. If so revoked, this Release shall be deemed to be void ab initio and have no force or effect.

**THE UNDERSIGNED HAS READ THE FOREGOING GENERAL
WAIVER AND RELEASE AND FULLY UNDERSTANDS IT.**

IN WITNESS WHEREOF, I have executed this General Waiver and Release
this ____ day of October, 2014.

JOSEPH K. ADAMS

STATE OF NEW YORK :
 : ss:
COUNTY OF _____ :

On the _____ day of October, 2014, before me personally came

JOSEPH K. ADAMS,

to me known, and known to me to be the individual described in, and who executed the foregoing GENERAL WAIVER AND RELEASE, and duly acknowledged to me that he executed the same.

Notary Public

EXHIBIT C

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
GREGORY SEABROOK, DUDLEY PLACIDE, ISMAEL
ORTIZ, EDWARD PITRE, and JOSEPH K. ADAMS,

Plaintiffs,

-against-

THE CITY OF NEW YORK, MAYOR MICHAEL
BLOOMBERG and NEW YORK CITY FIRE
COMMISSIONER NICHOLAS SCOPPETTA, in their
individual and official capacities,

Defendants.
----- x

STATE OF NEW YORK :

COUNTY OF _____ :

ss:

GREGORY SEABROOK, being duly sworn, deposes and says:

1. I am over 18 years, am the plaintiff herein and make this affidavit in connection with settlement of this action.

2. The City of New York has no outstanding bills or liens against me or my property for obligations owed for Parking Violations or for treatment received at a New York City Health and Hospitals Corporation facility, nor for the receipt of Workers' Compensation or New York State Disability benefits, as a result of incidents underlying in this action.

3. I have never been a recipient of public assistance from the New York City Department of Social Services and do not owe child support.

4. My Date of Birth is _____.

5. My Social Security No. is _____.

GREGORY SEABROOK

Sworn to before me this ____ day of October, 2014

Notary Public

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
GREGORY SEABROOK, DUDLEY PLACIDE, ISMAEL
ORTIZ, EDWARD PITRE, and JOSEPH K. ADAMS,

Plaintiffs,

-against-

THE CITY OF NEW YORK, MAYOR MICHAEL
BLOOMBERG and NEW YORK CITY FIRE
COMMISSIONER NICHOLAS SCOPPETTA, in their
individual and official capacities,

Defendants.
----- x

STATE OF NEW YORK

:

ss:

COUNTY OF _____

:

DUDLEY PLACIDE, being duly sworn, deposes and says:

1. I am over 18 years, am the plaintiff herein and make this affidavit in connection with settlement of this action.

2. The City of New York has no outstanding bills or liens against me or my property for obligations owed for Parking Violations or for treatment received at a New York City Health and Hospitals Corporation facility, nor for the receipt of Workers' Compensation or New York State Disability benefits, as a result of incidents underlying in this action.

6. I have never been a recipient of public assistance from the New York City Department of Social Services and do not owe child support.

7. My Date of Birth is _____.

8. My Social Security No. is _____.

DUDLEY PLACIDE

Sworn to before me this ____ day of October, 2014

Notary Public

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
GREGORY SEABROOK, DUDLEY PLACIDE, ISMAEL
ORTIZ, EDWARD PITRE, and JOSEPH K. ADAMS,

Plaintiffs,

-against-

THE CITY OF NEW YORK, MAYOR MICHAEL
BLOOMBERG and NEW YORK CITY FIRE
COMMISSIONER NICHOLAS SCOPPETTA, in their
individual and official capacities,

Defendants.
----- x

STATE OF NEW YORK

COUNTY OF _____

:
:
ss:
:

ISMAEL ORTIZ, being duly sworn, deposes and says:

1. I am over 18 years, am the plaintiff herein and make this affidavit in connection with settlement of this action.

2. The City of New York has no outstanding bills or liens against me or my property for obligations owed for Parking Violations or for treatment received at a New York City Health and Hospitals Corporation facility, nor for the receipt of Workers' Compensation or New York State Disability benefits, as a result of incidents underlying in this action.

9. I have never been a recipient of public assistance from the New York City Department of Social Services and do not owe child support.

10. My Date of Birth is _____.

11. My Social Security No. is _____.

ISMAEL ORTIZ

Sworn to before me this ____ day of October, 2014

Notary Public

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
GREGORY SEABROOK, DUDLEY PLACIDE, ISMAEL
ORTIZ, EDWARD PITRE, and JOSEPH K. ADAMS,

Plaintiffs,

-against-

THE CITY OF NEW YORK, MAYOR MICHAEL
BLOOMBERG and NEW YORK CITY FIRE
COMMISSIONER NICHOLAS SCOPPETTA, in their
individual and official capacities,

Defendants.
----- x

STATE OF NEW YORK :

COUNTY OF _____ : ss:

EDWARD PITRE, being duly sworn, deposes and says:

1. I am over 18 years, am the plaintiff herein and make this affidavit in connection with settlement of this action.

2. The City of New York has no outstanding bills or liens against me or my property for obligations owed for Parking Violations or for treatment received at a New York City Health and Hospitals Corporation facility, nor for the receipt of Workers' Compensation or New York State Disability benefits, as a result of incidents underlying in this action.

12. I have never been a recipient of public assistance from the New York City Department of Social Services and do not owe child support.

13. My Date of Birth is _____.

14. My Social Security No. is _____.

EDWARD PITRE

Sworn to before me this ____ day of October, 2014

Notary Public

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
GREGORY SEABROOK, DUDLEY PLACIDE, ISMAEL
ORTIZ, EDWARD PITRE, and JOSEPH K. ADAMS,

Plaintiffs,

-against-

THE CITY OF NEW YORK, MAYOR MICHAEL
BLOOMBERG and NEW YORK CITY FIRE
COMMISSIONER NICHOLAS SCOPPETTA, in their
individual and official capacities,

Defendants.
----- X

STATE OF NEW YORK :

:

ss:

COUNTY OF _____ :

JOSEPH K. ADAMS, being duly sworn, deposes and says:

1. I am over 18 years, am the plaintiff herein and make this affidavit in connection with settlement of this action.

2. The City of New York has no outstanding bills or liens against me or my property for obligations owed for Parking Violations or for treatment received at a New York City Health and Hospitals Corporation facility, nor for the receipt of Workers' Compensation or New York State Disability benefits, as a result of incidents underlying in this action.

15. I have never been a recipient of public assistance from the New York City Department of Social Services and do not owe child support.

16. My Date of Birth is _____.

17. My Social Security No. is _____.

JOSEPH K. ADAMS

Sworn to before me this ____ day of October, 2014

Notary Public

EXHIBIT D

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK	<p data-bbox="152 716 266 1388">GREGORY SEABROOK, DUDLEY PLACIDE, ISMAEL ORTIZ, EDWARD PITRE, and JOSEPH K. ADAMS,</p> <p data-bbox="298 716 331 848">Plaintiffs,</p> <p data-bbox="363 995 396 1115">-against-</p> <p data-bbox="428 716 574 1388">THE CITY OF NEW YORK, MAYOR MICHAEL BLOOMBERG and NEW YORK CITY FIRE COMMISSIONER NICHOLAS SCOPETTA, in their individual and official capacities,</p> <p data-bbox="607 716 639 877">Defendants.</p>
<p data-bbox="683 810 748 1304">AGREEMENT OF SETTLEMENT AND DISMISSAL</p>	
<p data-bbox="805 852 846 1262">ZACHARY W. CARTER</p> <p data-bbox="846 758 886 1346"><i>Corporation Counsel of the City of New York</i></p> <p data-bbox="886 905 919 1220">Attorney for Defendants</p> <p data-bbox="919 873 951 1251">100 Church Street Rm. 2-143</p> <p data-bbox="951 873 992 1251">New York, N.Y. 10007-2601</p> <p data-bbox="1089 831 1130 1283">Of Counsel: Maxwell D. Leighton</p> <p data-bbox="1130 926 1162 1199">Tel: (212) 356-2472</p> <p data-bbox="1162 915 1203 1209">mleight@law.nyc.gov</p> <p data-bbox="1325 926 1365 1209">Our No. 2011-044713</p>	<p data-bbox="1365 852 1406 1398"><i>Due and timely service is hereby admitted.</i></p> <p data-bbox="1438 726 1471 1398"><i>New York, N.Y.</i>....., 2014</p> <p data-bbox="1520 726 1552 1398">.....</p> <p data-bbox="1568 1241 1601 1398"><i>Attorney for</i></p>